

**CONTRACT
BETWEEN
JEA
AND
Contracting Party Name
JEA CONTRACT # Contract Number**

THIS CONTRACT is made and entered into as of the ___ day of _____, 2023 (the “**Effective Date**”) by and between **JEA**, a body politic and corporate in the City of Jacksonville, Florida (“**JEA**”) and, Contracting Party Name a [state of organization][type of entity] authorized to conduct business in the state of Florida with its principal address at Contracting Party Address (“**Company**”).

WHEREAS, JEA issued an informal Solicitation [solicitation number] for Project Title, [as amended by Addendum Number One dated _____, Addendum Number Two dated _____ and Addendum Number Three dated _____ (*listing all Addenda*)] (the “**Solicitation**”); and

WHEREAS, based on Company’s response to the Solicitation (the “**Response**”), on Award Date, JEA informally awarded a contract to Company to provide certain [goods and (*delete if no goods are purchased*)] services to JEA as described in the Solicitation (the “**Work**”);

NOW THEREFORE, in consideration of the mutual covenants contained below, JEA and Company agree as follows:

1. **Engagement and Performance of Work**. JEA engages Company to perform the Work, and Company shall perform the Work in accordance with the terms and conditions of this Contract.
2. **Compensation**. JEA shall pay the Company for the Work in accordance with the terms of the Solicitation and the pricing attached to this Contract as **Exhibit A**.
3. **Maximum Indebtedness**. JEA’s maximum indebtedness for all fees, costs, expenses and all other amounts payable under this Contract shall be a fixed monetary amount not-to-exceed Total Value. All amounts payable under this Contract are contingent upon the existence of lawfully appropriated funds therefor.
4. **Term**. The term of this Contract shall commence on the Effective Date and shall continue through [date], unless sooner terminated in accordance with the terms of the Solicitation. JEA shall have the right, in its sole discretion, to renew this Contract for up to [number] additional terms of [number] year(s) each.
5. **Contract Documents**. This Contract consists of the following documents which are incorporated by reference as if fully set forth herein and which, in case of conflict, shall have priority in the order listed below:

- This document (including all attachments and exhibits hereto), as modified by any subsequently signed amendments
- Any Addenda to the Solicitation issued by JEA
- The Solicitation as originally issued by JEA, including all amendments, technical specifications, appendices and exhibits thereto
- JEA Purchase Order
- The Response, provided, however, that any terms in the Response that are inconsistent with the Solicitation shall not be included in this Contract, unless expressly agreed to in writing by JEA

*Insert the following for any provisions which have been negotiated or otherwise changed from or added to the Solicitation other than in an Addendum issued by JEA
Omit sections 6 and 7 if no changes*

For changes:

6. Additional Provisions. Section ____ of the Solicitation is deleted in its entirety and replaced with the following provision:

*[insert new provision]
[repeat for each amended provision]*

For additions:

7. Additional Provisions. The following provisions are added to the terms and conditions contained in the Solicitation:

[insert new provision(s)]

8. Notices.

All notices under this Contract shall be in writing and shall be delivered by email (delivery receipt requested), certified mail (return receipt requested), or by other delivery with receipt to the following:

As to JEA:

JEA
21 W. Church Street
Jacksonville, Florida 32202
Attn: [Name, Project Manager]
Email: _____

and to:

JEA
21 W. Church Street, CC-6
Jacksonville, Florida 32202
Attn: Heather Beard, Procurement Contract Administration
bearhb@jea.com

As to the Company:

Contracting Party Name
Contracting Party Address
Attn: Contracting Party Contact Person
Email: _____

7. **Authority.** Company represents and warrants to JEA that Company has full right and authority to execute and perform its obligations under this Contract, and Company and the person(s) signing this Contract on Company's behalf represent and warrant to JEA that such person(s) are duly authorized to execute this Contract on Company's behalf without further consent or approval by anyone. Company shall deliver to JEA promptly upon request all documents reasonably requested by JEA to evidence such authority.

8. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Work to be performed and furnished by the Company. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Company may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to JEA (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Company acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

9. **Amendments.** All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties to this Contract.

10. **Counterparts.** This Contract, and all amendments hereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. This Contract may be delivered by facsimile or by email transmittal of a PDF image, and such facsimile or PDF counterparts shall be valid and binding on JEA and Company with the same effect as if original signatures had been exchanged.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, JEA and Company have duly executed this Contract as of the Effective Date.

JEA

Contracting Party Name

Form Approved:

Exhibit A